

CITY OF INGLEWOOD, CALIFORNIA



Inglewood



2009

PLAN CHECK SERVICES FOR HOLLYWOOD PARK CASINO RENOVATIONS AND ASSOCIATED IMPROVEMENTS PROJECT (PRE-QUALIFICATIONS AND FEE PROPOSAL)

RFP-0048

PROPOSALS DUE:

PRE-QUALIFICATION DUE: THURSDAY, JULY 15, 2010 3:00 PM

PRICE PROPOSAL DUE: THURSDAY, AUGUST 12, 2010 3:00PM

**AT THE OFFICE OF BUILDING AND PLANNING DEPARTMENT
LOCATED IN CITY HALL ON THE 4TH FLOOR**

**One Manchester Blvd.
Inglewood, CA 90301**

**Contact Person During Proposal Period:
Ed Johnson, Purchasing and Services Manager
(310) 412-5266**

CITY OF INGLEWOOD

RFP-0048
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CITY OF INGLEWOOD
INVITATION TO SUBMIT PROPOSAL
(Specifications and Conditions Governing Award)

The City of Inglewood invites and will receive proposals duly filed as provided herein for the furnishing of qualified **general plan and land use consulting firms for PLAN CHECK SERVICES FOR HOLLYWOOD PARK CASINO RENOVATIONS AND ASSOCIATED IMPROVEMENTS PROJECT** as specified in this document.

Each proposal shall be submitted and completed in all particulars and must be enclosed in a sealed envelope addressed to the City of Inglewood, Building and Planning Department, Inglewood City Hall 4th Floor, with the designation of the project "**PLAN CHECK SERVICES FOR HOLLYWOOD PARK CASINO RENOVATIONS AND ASSOCIATED IMPROVEMENTS PROJECT**" appearing thereon.

The City Council reserves the right to waive any irregularities in any proposals, and to take pre-qualification submittal/proposal under advisement for a period not to exceed sixty days from and after the date pre-qualification submittal/proposals are received.

The following conditions and terms apply:

- 1) The City Council reserves the right to reject any or all proposals.
- 2) Attached are detailed specifications and conditions for proposal submission.
- 3) You must execute your contract within ten (10) days after the City mails it. If the contract is not executed within ten (10) days, the City reserves the unilateral right to cancel it.
- 4) If any provisions of the contract are violated, the City, after suitable notice, may cancel the contract and make arrangements to have the products and or services supplied by others. Any extra cost to the City will be paid by the vendor.
- 5) Pre-qualification submittal/proposal specifications may be obtained from the Purchasing Division located on the 8th floor of City Hall, or call (310) 412-5266.
- 6) All proposals must be for specific amounts. Any attempt to qualify prices with an 'escalation clause' or any other method of making a price variable, is unacceptable. Proposal shall be valid for forty-five (45) calendar days from receipt by the City.

Acting City Administrator
City of Inglewood, California
Dated at Inglewood, California

This _____

INSTRUCTIONS TO PROPOSERS

BEFORE SUBMITTING YOUR PROPOSAL, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here

1. PROPOSAL:

- a. Have you submitted all items required of the RFP?
- b. Is proposal properly signed and dated?
- c. Have you completed the attached Business Profile Form ?

2. CONTRACT COMPLIANCE:

- a. Have you completed the non-collusion affidavit?
- b. Is the non-collusion affidavit properly signed by a Company Officer?
- c. Have you examined and understand the requirements and submittals to be furnished on the project?

3. BUSINESS CERTIFICATE

Are you aware of, Section 6, entitled Inglewood Business Tax Certificate?

GENERAL PROVISIONS

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GENERAL PROVISIONS

The City of Inglewood, California hereby extends an invitation to submit a proposal in accordance with this RFP, to plan check services for the designated project: **PLAN CHECK SERVICES FOR HOLLYWOOD PARK CASINO RENOVATION AND ASSOCIATED IMPROVEMENTS.** *Furthermore the City makes no representation that any agreement will be awarded to any firm responding to this request.* There is no expressed or implied obligations for the City to reimburse responding firms for any expense incurred in preparing a proposal in response to this request. All information submitted to the City of Inglewood shall become property of the City and will be returned to the proposer solely at the City's option.

Section 1. PRICES

The proposal shall state the total cost for the service as specified in this document.

Section 2. SUBMISSION OF PROPOSAL

Proposals shall be enclosed in a sealed envelope, marked and addressed as directed. Proposers are to include one original (marked original) and eight (8) copies (marked copy), as well as one CD of their submittal.

If the proposal is made by an individual, it shall be signed and his full name and address shall be given; if it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall also sign his/her own name and the name and address of each member shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers, attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. No telegraphic proposal or telegraphic modification of the proposal will be considered.

Blank spaces in the proposal shall be properly filled. The phraseology of the proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal over the signature of the proposer. Alternative proposals will not be considered unless specifically provided for in the proposal instructions. A proposer may withdraw their proposal before the hour fixed for opening proposals without prejudice to themselves by submitting a written request to the Purchasing Manager for its withdrawal and the proposal will be returned to him/her unopened.

No proposals may be withdrawn after the hour fixed for opening proposals. No proposal received after the time named or at any place other than the place stated in the Invitation to Submit Proposals will be considered. All proposals will be opened and declared publicly.

The proposal should be identified as follows :

Firms/individuals desiring to respond to the RFP shall submit an original and eight (8) copies as well as one CD of the proposal, marked on the outside of the envelope "**RFP FOR PROFESSIONAL BUILDING PLAN CHECK**". The proposal shall include the name of the respondent. In order to be considered, the proposals must be received by 3:00 p.m. (PDT), Thursday, July 15th, 2010, at 3:00 pm, submitted in a sealed envelope to the attention of John Jones, acting Building Official, City of Inglewood, One Manchester Blvd., Fourth Floor, Inglewood, CA 90301.

The City reserves the right to waive informalities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations, and to make awards to the most qualified proposer as the interest of the City may require. Each firm is responsible for the timely delivery of any response. Additionally, the City will not be responsible for the delivery of any proposal to the wrong address or City department.

Section 3. PAYMENT TERMS

Standard payment shall be made by City check.

Section 4. REQUEST FOR INFORMATION

Firms shall include all information and documents to describe the vendor's experience.

Section 5. MOST QUALIFIED PROPOSER

The City of Inglewood will select the best qualified consultant. Proposers are invited to submit a qualification submittal. Each submittal will be reviewed and graded based on the selection criteria described in this document. The City will short list three to five of the best qualified firms. Those firms will be invited to attend a mandatory conference and submit a lump sum fee for all plan check services outlined in the Scope of work in this RFP. Details of the selection process and selection criteria are described in later sections.

Section 6. INGLEWOOD BUSINESS TAX CERTIFICATE

The vendor agrees to at all times during the performance of the agreement, obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product and a copy forwarded to the Purchasing Division.

Section 7. SALES TAX (if applicable)

The City of Inglewood is subject to the payment of sales tax. All suppliers will be required to include in your proposal/price RFP the City of Inglewood tax rate of 10.25%. If a proposer fails to include the City's tax rate in their proposal, the City will add the 10.25% figure to the proposal for evaluation purposes.

Section 8. INSURANCE REQUIREMENTS

When a contractor does work under a City purchase order, the Department must have on file valid certificates of insurance and the required endorsements. The Department must submit the required certificates and endorsements to the City Clerk who will then forward the documents to the City Attorney's Office for review.

REQUIRED INSURANCE COVERAGES

The contractor shall obtain and maintain at its expense, until completion of performance and acceptance by City, the following insurance placed with an insurer admitted to write insurance in California or a nonadmitted insurer on California's List of Eligible Surplus Lines Insurers (LESLI) and having a rating of or equivalent to A:VIII by A.M. Best Company:

- a. **Commercial General Liability**
Commercial General Liability (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such insurance shall include products and completed operations liability, independent contractor's liability, broad form contractual liability, and cross liability protection. The "City of Inglewood, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to insurance Services Office, Inc. (ISO) forms CG 20 10 11 85 or CG 20 26 11 85.
- b. **Automobile Liability**
Automobile Liability (equivalent in coverage scope to ISO form CA 00 01 060 92) in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto). If an automobile is not used in connection with the services provided by the contractor, the contractor should provide you with a written request for a waiver of this requirement.
- c. **Worker's Compensation and Employer's Liability**
Worker's Compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident.
- d. **Professional Liability (Errors and Omissions)** \$1,000,000 per claim and \$2,000,000 aggregate.

REQUIRED INSURANCE DOCUMENTATION

- a. **Certificate of Insurance**
The contractor must provide you with a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder must be the "City of Inglewood," and the Certificate Holder's address must be the address of your Department.
- b. **Endorsements**

In addition to the Certificate of Insurance, the contractor must provide the following endorsements:

- 1) **Additional insured endorsements to the general liability and auto liability insurance policies.** The "City of Inglewood, its officials, employees and agents" must be endorsed to the contractor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements.

Each policy must be endorsed to provide that the policy shall not be cancelled or nonrenewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary and noncontributory coverage endorsements.

The general liability and (if required) professional liability policies must be endorsed to provide that each policy shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

WAIVER OR MODIFICATION OF THE INSURANCE REQUIREMENTS

Any waiver or modification of the insurance requirements can only be made by the City Attorney's Office. All waiver or modification requests are reviewed on a case-by-case basis.

Section 9. INDEMNIFICATION

Vendor shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or part by any negligent act or omission of the vendor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, except where caused by the active, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnities by reason of any act of the matters against which consultant has agreed to indemnify Indemnities as provided above, vendor, upon notice from City, shall defend Indemnities at vendor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnities need not have first paid for any of the matters to which indemnities are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Proposer under this section shall not limit the liability of the Proposer hereunder. The provisions of this section shall survive the expiration or earlier termination of the service agreement with the Proposer.

Section 10. NON-DISCRIMINATION

Labor Code 1735: Discrimination in employment because of race, color, etc.

No discrimination shall be made in the employment of persons at the City of Inglewood because of the race, religious creed, color, national origin, or ancestry, physical disability, medical condition, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.

Section 11. AWARD OF SERVICE CONTRACT

Any contract resulting from this RFP will be awarded to a single firm whose pre-qualification submittal and price proposal meet the technical requirements of the RFP, and is evaluated as one of the three highest ranked proposals. Proposals will be ranked in accordance with the evaluation criteria stated in the RFP including a review of the pre-qualification submittal interview and lump sum fee proposals

Section 12. EXECUTION OF AGREEMENT

A proposer to whom award is made shall furnish all goods all in accordance with the provisions hereof and within the time stated in the proposal. If a proposer to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the proposer

whose proposal is next most acceptable to the City. Such proposer shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.

Section 13. TERMINATION OF AGREEMENT

The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

Section 14. RIGHT OF CITY TO WITHHOLD PAYMENT

The City may withhold or nullify the whole or any part of any payment due the vendor to such extent as may reasonably be necessary to protect the City from loss as a result of:

- A. Rejected work products not remedied in accordance with provisions of specifications;
- B. Claims or liens filed or reasonable evidence indicating probable filing of claims or

liens; Whenever the City shall, in accordance herewith, withhold any monies otherwise due the vendor, written notice of the amount withheld and the reasons therefore shall be given the vendor, and, when the vendor shall remove the grounds for such withholding, the City will pay to the vendor, within 35 calendar days, the amount that is so withheld.

Section 15. COST PROPOSAL

Present a fixed price proposal to provide all the services required in the RFP including fees and expenses. Provide a detailed cost breakdown.

Any costs incurred by Consultant which are not specifically provided for herein shall be identified as the expense of the Consultant. Any omissions or ambiguities will be construed most favorable to the City.

Section 16. DURATION OF AGREEMENT

The terms of this agreement will be a maximum of twenty-four (24) months after the Notice To Proceed.

Section 17. CHOICE OF LAW/VENUE

This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court Southwest Division located at 825 Maple Avenue, Torrance, California, 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District, in Los Angeles

RFP-0048
PLAN CHECK SERVICES FOR HOLLYWOOD PARK CASINO
RENOVATIONS AND ASSOCIATED IMPROVEMENTS

SCOPE OF WORK AND REQUIREMENTS

Introduction

Hollywood Park is an energetic, mixed-use development featuring diverse neighborhoods and expansive common open space integrated with compact residential design. The property is located in the City of Inglewood at the northeast corner of Century Boulevard and Prairie Avenue and encompasses 238 acres that are currently utilized as the Hollywood Park Horse Racing Facility and the Hollywood Park Card Club (Casino). The new development will require the demolition of all facilities on the property with the exception of the Card Club (Casino). A curvilinear street system connecting the new community to the major streets bordering the site will be developed along with 25-acres of parks and 620,000 square foot retail/entertainment center, 2,995 residential units, 75,000 square feet of office uses, a 300-room hotel, with related meeting space and a four-acre Civic site. Hollywood Park is currently entitled with an EIR, Specific Plan, Vesting Tentative Tract Map No. 69906, a Development Agreement and an Owner's Participation Agreement.

Background

The plan check services solicited in the Request for Qualification/Proposal (RFQ/RFP) are for the Casino Renovation and Associated Improvements (Project). A Two Stage Selection Process for this RFQ/RFP is described in Section D. The Project is a part of the overall development of the Hollywood Park as described below.

Phase A and Phase 1 Infrastructure

Phase A of the Hollywood Park development is defined in the Development Agreement as the pre-development phase of the project which includes renovation of the casino, construction of a parking structure; Public Infrastructure including the relocation and construction of Los Angeles County Storm Drain lines 1805 between Century Boulevard and Arbor Vitae, partial construction of Los Angeles County Storm Drain Line 1823, and construction of various city sewer mains, city water mains, city storm drain, electrical utilities gas mains, telephone utilities and a new access way onto Century Boulevard. The attached exhibit shows the Hollywood Park Illustrative Site Plan (Exhibit 1)

Casino Renovation and Associated Improvements

The plan check services solicited in this RFQ/RFP is for the Casino Renovation and Associated Improvements (Project) only. The plan check services associated with the public infrastructure and the remaining Hollywood Park site outside of the Project will be performed by others as separate services covered in the scope of this RFQ/RFP.

The Project includes the partial interior and exterior renovation of the existing Hollywood Park Casino of approximately 102,000SF, a new 3-level parking structure, the construction of new roads and adjacent surface parking, together with related landscape and site improvements. The existing casino building consists of approximately 68,000 SF of main level floor space, approximately 32,000 SF of basement level floor space, and a 4-level office/storage area of about 2,000 SF attached to the casino building. The Project site is approximately 13 acres within the project boundary as shown on the attached Casino Site Plan (Exhibit 2).

The casino will remain in operation during the construction of the Project and all work will be conducted in phases to minimize disruption to operations of the existing casino business, adjacent race track business, and the concurrent new construction surrounding the Project.

Approximately 40% of the interior space on the main level of the casino and approximately 10% of the basement level will undergo major renovation with new design including the demolition and new construction of interior improvements; and approximately 60% of the interior space on the main level and approximately 20% of the basement level will undergo minor remodeling with new finishes and minor new design features.

It should be noted that the existing casino building is currently connected to a 6 story Pavilion Building with a multi-level concrete rotunda ramp. Building utility services for the casino building are currently provided by the pavilion building and a standalone central plant building. The utility services for the buildings will be separated and new services for the casino will be established, and the Pavilion Building will be demolished.

The Project is more specifically described as follows:

- **Exterior Renovation and Additions**
 - The casino renovation includes the separation of the Casino Building from the Pavilion Building and the central plant (the existing Pavilion Building and central plant will be demolished)
 - Provide the casino with replacement of the affected building exterior skin after demolition

- New building utility services, transformer, and new central plant
 - New loading dock
 - Replacement of the existing west main entry and Porte Cohere with a new south main entry with a new Porte Cohere
 - New secondary and lateral utility and sewer lines. (Main lines will be designed and plan checked as part of the Infrastructure Project separately)
 - New 3-level parking structure
 - New private roads
 - New/Renovated surface parking
 - New landscape and site improvements
 - Other City Standards.
- Interior Renovations
 - Modify and/or replace building systems and services including mechanical, electrical, plumbing, security, life safety, low voltage system and the associated construction improvements to allow for a complete and operational facility.
 - Replacement of the existing VIP game room inside the Pavilion Building with a new VIP game room in the casino
 - Replacement of the existing kitchen and support facilities inside the Pavilion Building with a new kitchen in the casino
 - Interior remodeling for a 12,000SF off track betting program and flexible function areas
 - Relocation and new replacement of Asian Games and Top Poker Games
 - Demolition of the existing cage and replacement with a new cage at a new location
 - Refinish all existing areas inside the casino main floor
 - Remodeling or new addition of several front of house and back of house areas
 - Reallocation of the back of house offices and facilities
 - Other City Standards.

Refer to Exhibit 3 for a Project Design Analysis.

SECTION C: SCOPE OF PLAN CHECK SERVICES

Building and Safety Plan Review and Consultant Services

Consultant and its responsible professional staff assigned to Project shall be competent and knowledgeable in construction materials and methods and codes and standards in the field for which they are performing plan review. The Chief Building Official must approve all consultant workers assigned to the Project.

All plan reviews are to be completed using City established policies and procedures and within City timeframes. Services provided by consultant shall be of the highest quality and shall be provided in a timely and professional manner.

1. Building Plan Review

Consultant to perform building, structural, mechanical, plumbing, electrical, energy, and accessibility plan review of buildings and structures for conformance with the California Building, Mechanical, Plumbing, Electrical, and Energy Codes and City Codes and ordinances.

<u>Plan Check Discipline</u>	<u>Required code competency</u>
Building Plan Check	California Building and Energy Codes and City codes and ordinances including accessibility regulations
Structural Plan Check	Structural provisions of California Building Code and City codes and ordinances
Plumbing and Mechanical Plan Check	California Plumbing, Mechanical and Energy Codes and City codes and ordinances
Electrical Plan Check	California Electrical Code and City codes and Ordinances
Smoke Control System and Fire-Life Safety	California Building, Mechanical, and Fire Code, and NFPA provisions related to smoke control

Consultant and its responsible professional staff performing building and/or structural plan review shall be licensed in the State of California as Civil or Structural Engineers or Architects. Consultant and its responsible professional staff performing smoke control system plan review shall be licensed in the State of California as Mechanical or Fire Protection Engineers and have direct design or plan review experience for smoke control systems. Knowledge of State Title 24 Accessibility regulations and ADA Accessibility guidelines is required.

2. Grading Plan Check

Consultant to perform grading and site accessibility plan review for the Project for conformance with City Codes and ordinances including the "Greenbook" Standard Specifications for Public Works Construction, California Building Codes related to site

accessibility, Los Angeles County Hydrology Manual.

Consultant and its responsible professional staff assigned to the Project shall have a thorough knowledge of civil engineering principles and practices and site improvement design requirements. Consultant and its responsible professional staff assigned to the Project shall be licensed in the State of California as Civil Engineers. Knowledge of State Title 24 Accessibility regulations is required.

3. Geotechnical, Engineering Geology Review

Consultant to provide Geotechnical and Engineering Geology review of the soil report prepared for the Project.

Consultant and its responsible professional staff assigned to the Project shall have a thorough knowledge of geotechnical and engineering geology principles and practices. Consultant and its responsible professional staff assigned to City projects shall be licensed in the State of California as Geotechnical Engineers or Engineering Geologists.

4. Accessibility Plan Review

Consultant to provide plan review for the Project in conformance of State of California Title 24 accessibility regulations.

Review and provide advisory analysis of Plan Check, including review of plans and specifications related to accessibility for landscape and site work designs, facility designs, and path of travel development.

Consultant and its responsible professional staff assigned to the Project shall be licensed in the State of California as Civil Engineers or as Architects. Knowledge of State Title 24 Accessibility regulations is required.

5. Clarification on Scope of Plan Check Review for Renovation Project

Refer to Exhibit 4 for a clarification of applicable scope of Plan Check Review for renovation and new addition versus existing conditions to remain.

6. Plan Check Services to be provided by Others

City will provide compliance review of the Hollywood Park Specific Plan, Project Mitigation Requirements, Plot Plan review, Sustainability Check List, and Shared Parking Analysis.

Los Angeles County Fire Department will provide compliance review of fire sprinkler design and fire alarm design.

Los Angeles County Health Department will provide compliance review of kitchen and food/beverage service design.

Also refer to Exhibit 5 for a list of plan review services provided by other plan check consultants as a separate scope for the plan check of the public infrastructure design and

of the overall Hollywood Park project outside the project limit of the Casino Renovation and Associated Improvements.

7. Phasing of Plan Check Services

Plan check services for the Project will be conducted in coordination with separate submittals of the design document as described below:

- Design submittals for the Project excluding the 3-level parking structure.
- Design submittals for the 3-level parking structure will be prepared and submitted by a separate design builder for the parking structure.
- It is anticipated that grading and foundation only plan check submittals as well as structural only plan check submittals for each of the above will be submitted as separate plan check packages ahead of the full building plan check submittal to facilitate early construction of grading/foundation and structural work prior to the completion of the full building design.
- Customary deferred plan check submittals such as stair design and curtain wall design.
- In addition, prior to submittal of plans for the full scope of all renovation work, Owner/Operator of Casino shall have the option to submit plans for an early phase of limited renovation work, of approximately 20,000 SF, it may undertake in the ordinary course of its business so long as such work does not materially deviate from scope and direction of full renovation plans. The existing Pavilion Building connected to the existing Casino Building and the existing Central Plant serving the existing Casino Building will remain during any such partial interior renovation of the existing Casino Building.
- City intends to invite 3 to 8 of the top qualified firms rated by the City to a job walk at the existing facility and to establish a fixed fee proposal for Plan Check Services. City shall have the sole discretion to determine the number of qualified firms to be included.

8. Time Schedule to provide plan check services

Plan check review is anticipated to begin in September 2010 and end in approximately June 2012 including the review of deferred submittals (such as curtain wall design). This schedule may be adjusted as necessary by the City.

Consultant shall provide plan check review services expeditiously and within the time limits described below:

- a. Initial plan check of full design submittals – three weeks
- b. First recheck of full design corrections – two weeks
- c. Second and each subsequent recheck of full design corrections – one week
- d. Initial plan check of early submittals of grading and foundation design – two week
- e. Rechecks of grading and foundation design – one week
- f. Initial plan check of deferred plan check submittals such as stair design, curtain wall design, fire alarm system design, and fire sprinkler design – two weeks
- g. Rechecks of deferred plan check submittals – one week

9. The Plan Check Review

- a. Consultant shall attend a conference with Building Official to address the following:
 - 1) discuss and confirm the City's plan check procedures and requirements to be followed prior to the plan check
 - 2) Consultant to acquire City's boiler plate documents and files as applicable
 - 3) Consultant to acquire an understanding of key issues
 - 4) Establish on-going operating procedures between City and the Consultant.
- b. Consultant shall attend a conference with the Developer and Design Team prior to the plan check of full design submittals to discuss procedures and answer any questions.
- c. For each plan check review, the Consultant shall develop a comprehensive Building Code Plan Check Report of items found at variance with applicable codes. This report shall be presented in letter format itemizing each correction note referencing sheet number and grid lines location.
- d. Consultant shall perform up to three rechecks of the revised plan check submittal to establish that the revised submittal resolves initial plan check comments.
- e. The Consultant shall designate a Lead Professional serving as a single Point of Contact to work with the City and coordinate the various reviews between the various City departments, the Developer, and designers as needed. This Lead Professional shall coordinate with the City staff to obtain project guidelines and requirements such as current Conditions of Approval, Specific Plan and Mitigation Monitoring Plan for the development. This Lead Professional shall also be responsible for implementing a uniform standard and procedure as required by the City for all services provided by the Consultant. This Lead Professional shall maintain a submittal record log, plan check/review report log, and other reports as needed.

- f. Consultant shall be available to communicate via email and telephone with Building Official and designers of any questions and coordination issues.
- g. Upon satisfactory resolution of plan check comments, the Consultant, in coordination with City's procedures, shall:
 - 1) Prepare and issue a Recommendation of Approval letter confirming the Consultant's opinion of code compliance
 - 2) Stamp the construction document package
 - 3) Provide an original signature and date below this stamp
 - 4) Indicate on the cover sheet any deferred submittals plan check reviews required prior to the completion of construction.

10. Applicable Building Codes

Notwithstanding any code year building codes referenced in this RFP, all design and plan check shall follow the prevailing California Building Codes as amended by the City of Inglewood.

SECTION D: RFQ/RFP SELECTION PROCESS AND CRITERIA

1. SELECTION PROCESS

The City of Inglewood will select a consultant in a two stage process: In Stage One, proposers are invited to submit a qualification submittal. Each submittal will be reviewed and graded based on the selection criteria described below. The City will short list three to five of the best qualified firms to enter Stage Two. In Stage Two, the short listed best qualified firms will be invited to attend a mandatory job visit and conference, and to submit a lump sum fee for all plan check services outlined in the Scope of Work in this RFQ/RFP. An FTP web site will be established to provide project information such as preliminary plans and additional RFQ/RFP information. The City may interview the final candidates prior to awarding the service contract.

2. QUALIFICATION CRITERIA FOR SHORT LIST

The City of Inglewood will evaluate consultants on the basis of qualifications and experience based on the following criteria:

- a. Project Manager and/or firm experience most closely related to the City's requirements. (20%)
- b. Qualifications and resumes, along with availability of staff assigned. (20%)
- c. References for similar work completed within last five years. (20%)
- d. Working knowledge of City, County, State, and Federal codes and procedures. (20%)
- e. Responsiveness to the Request for Proposals. (10%)
- f. Methodology or approach to the scope of work. (10%)

3. FEE PROPOSAL

Selected firms on short list will be invited to submit a lump sum fee including a detail cost breakdown to provide full plan check services as outlined in this RFQ/RFP, and hourly rates for any additional services.

4. AWARD OF SERVICE CONTRACT

Any contract resulting from this RFP will be awarded to a firm whose prequalification submittal and price proposal meet the technical requirements of the RFP, and is evaluated as one of the three highest ranked proposals. Proposal will be ranked in accordance with the evaluation criteria stated in the RFP including review of the prequalification submittal, interview and lump sum fee proposal.

SECTION E: SUBMITTAL TIMELINE, REQUIREMENTS, AND FORMAT

1. MAILING AND DEADLINE

Respondents desiring to respond to the RFQ/RFP shall submit an original and eight (8) copies of the Submittal, marked on the outside *"RFQ/RFP FOR PROFESSIONAL BUILDING PLAN CHECK"*. The Submittal shall include the name of the respondent. In order to be considered, a Submittal must be submitted to **3 p.m. (PDT), Thursday, July 15, 2010** to the attention of: John Jones, Acting Building Official, City of Inglewood, One Manchester Blvd., Fourth Floor, Inglewood, CA 90301

Responses sent by telephone, telegram or facsimile will not be accepted. It is the sole responsibility of each proposer to ensure that its proposal reaches the Planning and Building Department by the time and date specified. Once opened, all responses become public records and will be available to the public for review.

Cost incurred by respondent in the preparation of the response to this RFQ/RFP is the sole responsibility of the respondent, and will not be reimbursed by the City.

2. SUBMITTAL FORMAT

To be considered for selection, submit the following information in keeping with the following format an identifying each item by number and letter.

i. Letter of Introduction

1. Briefly describe the firm; and the name, address, e-mail, and phone number of the contact person as well as a summary of the respondent's understanding of the scope of services and overall approach to the scope of services. The letter should be signed by an officer of the respondent's firm authorized to bind the firm to all commitment made in the proposal.

ii. Experience and qualifications

1. Identify known team members and include a complete listing of all names, phone numbers, and email addresses for everyone listed.

2. Describe relevant experience and qualifications of key individuals that may be involved in providing or developing such services. Provide resumes for all principals and for proposed key personnel.

3. Describe ability to perform the Scope of Services efficiently and in accordance with the requirements of City, State and Federal regulations.

4. Describe past performance in completing projects of similar type, size, scope and complexity and the respondent's time and accurate completion of services within budget.

iii. References

1. Provide at least three references that may be contacted for verification of the respondent's experience and qualifications.

iv. Identify the firm's proximity to Inglewood City Hall and the firm's ability to report to City Hall and the ability for customers to meet at the office of the firm when necessary in order to provide customers of Inglewood with excellent customer service.

v. Clearly identify any exceptions that the respondent has regarding the

requirements of this RFQ/RFP and of the terms and conditions of the City's documents. Unless any exceptions are clearly noted, the respondent shall be deemed in agreement with the requirements of this RFQ/RFP and the terms and conditions of the City's documents.

3. TIMELINE OF THE RFQ/RFP PROCESS

The following timeline applies to this RFQ/RFP, however, the City may change the estimated dates and process as deemed necessary:

Activity	(tentative for discussions)Date
RFQ/RFP Issued	June 25, 2010
<u>Stage One RFQ</u>	
Last Date for Questions & Clarifications	July 6, 2010
Qualification Submittal Due Date	July 15, 2010 3:00 pm
Establish Short list of Best Qualified Firms	July 22, 2010 (tentative)
<u>Stage Two RFP</u>	
Mandatory Job Walk and Conference (Short Listed Firms Only)	July 28, 2010
Last Date for Questions & Clarifications	August 4, 2010
Fixed Price Proposal Due	August 12, 2010 3:00 pm
Interviews	August 19, 2010

Recommendation to City Council	<i>To be determined</i>
Notification of Award	<i>September 2, 2010 (tentative)</i>
Contract Execution	<i>September 16, 2010 (tentative)</i>

4. CONTACT PERSON AND CLARIFICATION OF THE RFQ/RFP AND ADDENDUM

Any respondent requiring clarification of the RFQ/RFP may address questions preferably by email no later than July 6th, 2010 to: wwilliams@cityofinglewood.org.

All clarifications and Addendums made by the City will be in writing and posted at the following site: www.cityofinglewood.org

5. WITHDRAWAL OF PROPOSAL

A proposal submitted in advance of the submission deadline may be withdrawn by a written request signed by the proponent. Such requests must be delivered to the Building Official prior to the submission deadline date. The withdrawal of a submittal will not prejudice the right of the proponent to submit a new proposal, providing there is time to do so.

SECTION F: WAIVER AND RIGHTS OF THE CITY

After a review of the qualification submittals, the City, in its sole discretion, may rate all submittals and identify a short list of 3 to 8 best qualified firms. There is no guarantee that the City will decide to move forward with any proposer based on the RFQ/RFP submittals. The City reserves the right to reject any or all submittals and proposals. The Consultant waives all rights to seek compensation and/or legal remedies regarding any aspects of the RFQ/RFP and the City's selection process, upon the submittal of a response to the RFQ/RFP.

After a review of the fixed price submittals, the City, in its sole discretion, may invite one or more respondents for interviews, or may choose not to proceed with the interview. There is no guarantee that the City will decide to move forward with any proposal based on the RFQ/RFP submittals. The City reserves the right to reject any or all proposals. The Consultant waives all rights to seek compensation and/or legal remedies regarding any aspects of the RFQ/RFP and the City's selection process, upon the submittal of a response to the RFQ/RFP.

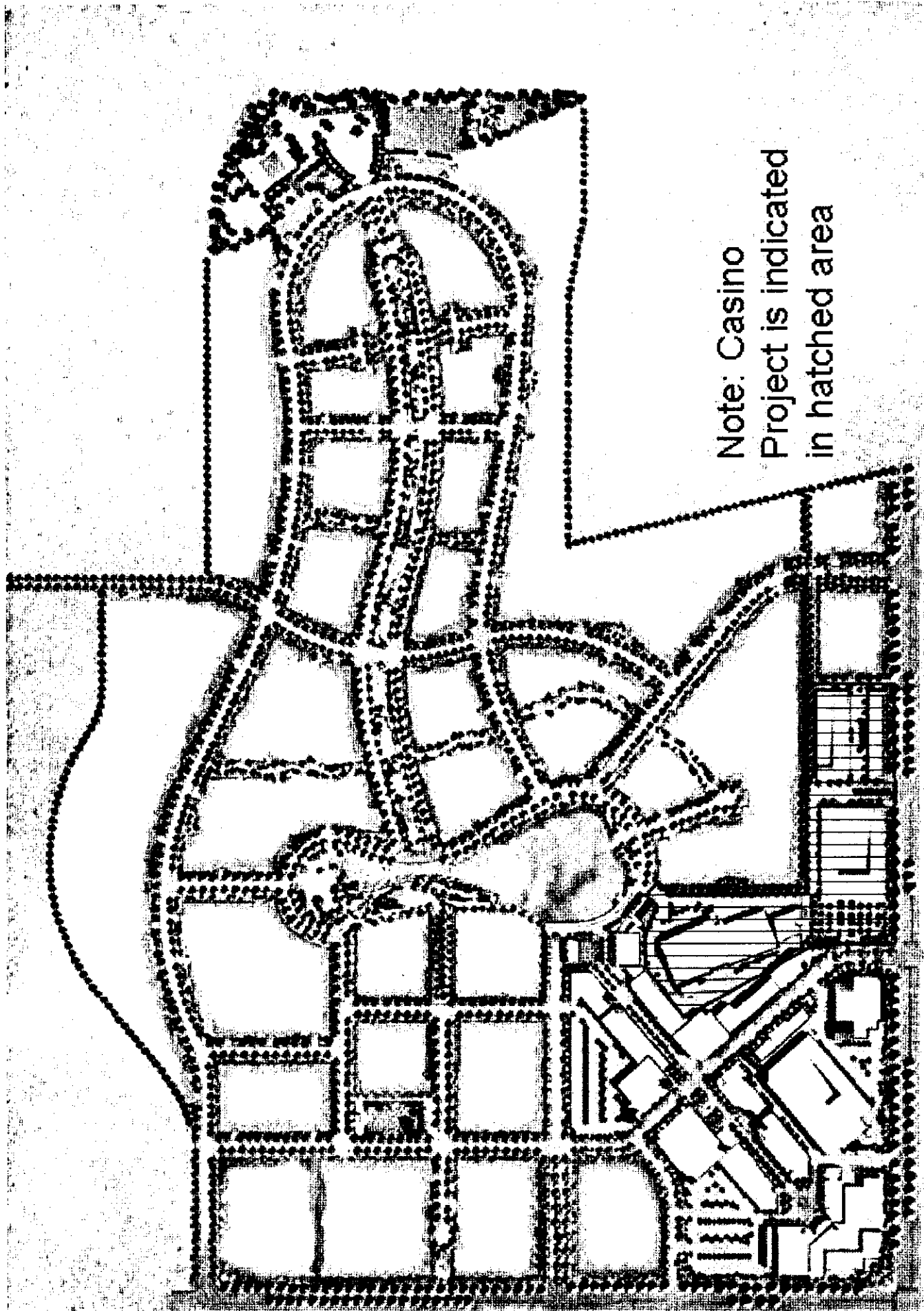
The City reserves the right, at its discretion, to pursue any or all of the following actions related to this RFQ/RFP.

- Issue addenda to the RFQ/RFP. Addendum or addenda will be posted at the following website :<http://www.cityofinglewood.org/rfps.asp>
-
- Request additional information and/or clarification of the proposal.
- Negotiate an agreement solely on the basis of the original proposal.
- Negotiate an agreement on the basis of additional information supplied.

- Issue subsequent RFQ/RFP(s) based on refinement of concepts proposed in response to this RFQ/RFP.

Exhibit 1

Hollywood Park Illustrative Site Plan



Note: Casino
Project is indicated
in hatched area

Century Blvd.

Prairie Ave.

Exhibit 2

Casino Site Plan

PROJECT SUMMARY

[illegible]

SECURITY NOTES

1. LANDSCAPE MATERIALS: LANDSCAPE MATERIALS SHOULD BE LIMITED TO A MAXIMUM HEIGHT OF 4 FT.
2. TREES ARE TO BE THINER ON TOP AND BUNKERED BOTTOMS, CONTINUANT AND MAXIMIZE PUBLIC SPACE SUBJECT.
3. ALL PLANT MATERIALS SHOULD BE LOCAL PRODUCTIONS.
4. LIGHTING SHOULD BE LIMITED TO ILLUMINATING THE MINIMUM DEAD SPACE AND MAXIMIZE THE USE OF LIGHTING.

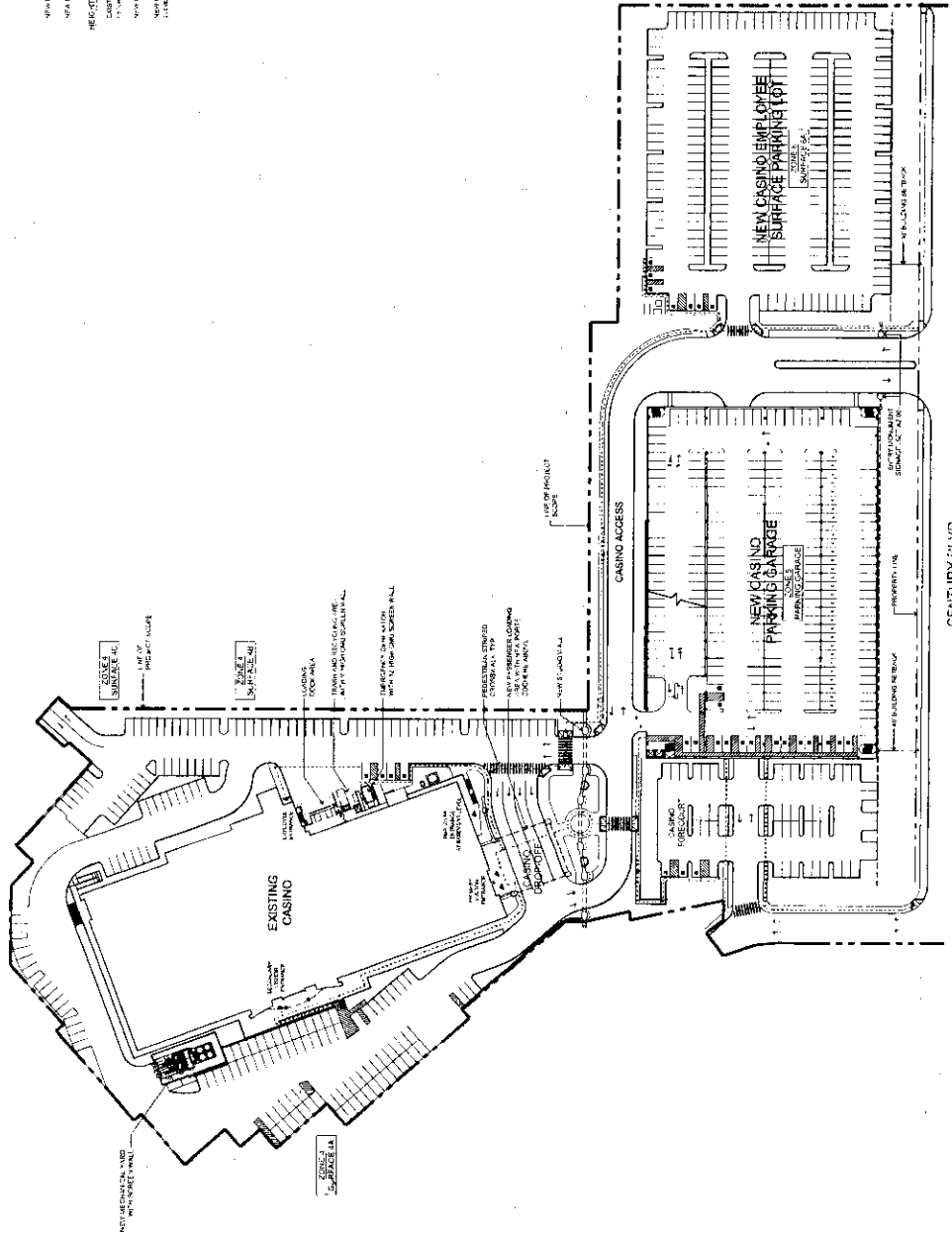


EXHIBIT 3

Project Design Analysis

Project Description:

Existing Casino (Card Club) Renovation and associated improvements

Project Location:

3883 Century Boulevard
City of Inglewood, California

Occupancy Classification:

Group A2	Casinos/ Restaurants
Group B	Offices/ Back of House
Group F1	Mechanical Equipment Rooms
Group F2	Kitchens

Construction Type:

Type 1	Existing Card Club
--------	--------------------

Stories:

1	Main Club Building with one level basement (Existing)
2	A 4-level building attachment of back of house areas of about 2,000SF

Height:

43'-9" Top of Main Building Parapet (Existing)

Area:

102,100 Overall Existing
(70,300 SF Card Club Level-- includes multi-level back of house
31,800 SF Basement Level)

Site Area:

13 acres

Zoning:

C-R Commercial and Recreation

Setback:

30'-0" Existing

Fire Sprinklers:

YES Existing

Occupant Load:

	4,578
Basement	443
Card Club Level	4,135

Exits: See Sheet Exiting Plans

Code Year/ Type:

2007 California Building Code (CBC)
2007 California Fire Code (CFC)
2007 California Mechanical Code (CMC)
2007 California Electrical Code (CEC)
2007 California Plumbing Code (CPC)
ICC/ANSI A117.1 (2003 Edition)

New Parking Structure

A new 3 level parking structure

Parking Summary

Surface parking and structured parking

PARKING COUNT SUMMARY			
Public Area	Standard Stalls	Handicapped Parking Stalls	
		Regular	Van
ZONE 4 Surface 4A	81	5	1
ZONE 4 Surface 4B	68		
ZONE 4 Surface 4C (HOA)	31	1	1
ZONE 5 P3 (3 level new parking structure)	838	10	6
FORECOURT	49	2	1
ZONE 6 Surface 6A (Employee Parking)	233	6	1
SUBTOTAL	1,300	24	10
TOTAL PARKING		1,334 STALLS	

EXHIBIT 4

Clarification on Scope of Plan Check Review for Renovation Project

The developer has estimated that approximately 50% of the interior space on the main level of the casino and approximately 10% of the basement level will undergo major renovation with new design including the demolition and new construction of interior improvements; and approximately 50% of the interior space on the main level and approximately 20% of the basement level will undergo minor remodeling with new finishes, equipment fixtures, and new architectural design features.

Generally, all new addition and major renovation shall conform to current codes. All remaining areas unaffected by the new addition and major renovation, as well as existing construction in areas undergo minor remodeling with new finishes will not be required to upgrade to current codes.

The following are more detail clarifications of applicable scope of Plan Check Review for renovation and new addition versus existing conditions to remain. Notwithstanding, any code year referenced herein, the prevailing codes shall be used.

1. Architectural and ADA

- a. All new exterior construction including Porte cohere, an architectural exterior studio wall, entry, loading dock, mechanical yard screen wall, exterior stair case access roads, surface parking, site improvements will be designed and plan checked against 2007 CBC as amended by City of Inglewood.
- b. A portion of new building exterior wall at the north east portion of the building (to cover the building exterior facing to the old connecting pavilion building that will be removed) will be designed and plan checked against 2007 CBC as amended by City of Inglewood. New Title 24 energy calculation will not be required. Remaining existing exterior wall and roof not affected by renovation will remain as is.
- c. A new kitchen and new interior construction comprising of approximately 40% of the existing interior areas receiving major renovation will be designed and plan checked per 2007 CBC as amended by City of Inglewood.
- d. Existing restrooms will have lowered countertops in conformance with State of California Title 24 accessibility regulations.
- e. All existing construction in remaining areas unaffected by the new addition and major renovation, as well as areas undergo minor remodeling with new finishes will not be required to upgrade to current codes.

1. Structural and Foundation

- a) Perform structural plan check per CBC 2007 as amended by City of Inglewood including the following:
 1. New structural additions including Porte cohere, studio wall, new

exterior retaining walls, new exterior staircase, new loading dock and equipment pads, supporting foundations for the new additions, and new partial interior raised floor of 2' high.

2. Replacement and addition of new building exterior wall at the north east portion of the building to provide enclosure over the length where interface with the connecting Pavilion Building to be demolished. (Remaining existing exterior wall and roof not affected by renovation will remain as is.)
3. A small four level building section consisting of elevator shaft, staircase, and small office/storage space will remain connected to the casino building after demolition of the existing Pavilion Building.
Review associated structural modifications and impacts.

- b) The existing structural system for the Casino building is not anticipated to be changed or impacted by the renovation and will remain intact.
- c) Review Soil Report for foundation design for new structural additions.
Existing building foundation construction will remain as is.

2. Mechanical, Electrical, and Fire Life Safety

- a. Fire Sprinkler – will be upgraded based on the current code of 2007 CFC and 2007 CBC.
- b. A new fire alarm system will be designed and plan checked per 2007 CBC as amended by City of Inglewood.
- c. New site lighting will be designed and plan checked per 2007 CBC as amended by City of Inglewood. This will meet the T 24 exterior lighting compliance
- d. New electrical service, additional electrical transformer, switchgears, and panels, emergency generator, and new central plant will be designed and plan checked per 2007 CBC as amended by City of Inglewood.
- e. Existing Air Handling Units, associated ductwork and distribution will remain unchanged. The upcoming renovation only involved small/ minor ductwork re-routed with revised air distribution to suit the new programmed space. No additional AC units will be added.
- f. A new kitchen and new interior construction comprising of approximately 40% of the existing interior areas receiving major renovation will be designed and plan checked per 2007 CBC as amended by City of Inglewood. New kitchen hoods will be added along with new makeup air supply units at the kitchen based on 2007 CMC and CBC, new plumbing fixtures and floor sinks will be added based 2007 CPC
- g. The existing interior MEP systems will be kept for the remaining interior areas that will receive new finishes only.
- h. New Title 24 energy calculation will not be required.

3. Elevators

- a. One elevator travel and shaft will be reduced in height. Modifications will be reviewed and plan checked.
- b. Rest of existing elevators will remain unchanged.

4. New parking structure

- a. A new 3 levels parking structure will be designed and plan checked against 2007 CBC as amended by City of Inglewood.

5. Site work

- a. New private roads, surface parking, landscape, and site work will be designed and plan checked in conformance with current codes.

EXHIBIT 5

Plan Check Services to be provided by Other Plan Check Consultant

The following plan reviews are provided by other plan check consultant as a separate scope for the plan check of the public infrastructure design and of the overall Hollywood Park project outside the project limit of the Casino Renovation and Associated Improvements.

- Sewer main
- Water main
- Rough grading
- Entry monument at new Casino Access Road on Century Blvd.
- Public right of way landscaping
- Century Blvd street widening
- Traffic signals at Century Blvd and at Casino Access Road
- Gas main to casino
- Electrical main to casino switchgear
- Telephone connection to casino switchgear
- Dry utilities in public right of way.

RFP-00

DECLARATION FOR THE PROPOSER

I declare that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this proposal on behalf of (organization):

_____.

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY: Signature: _____

Printed Name: _____

Position/Title: _____

Date of Execution: _____

RFP-00
NON-COLLUSION DECLARATION

The undersigned hereby declares and says:

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposalding connection with the contract described below.

(Full description of contract):

I declare under penalty that the foregoing is true and correct to the best of my knowledge.

Executed at _____, California on

_____ 200 _____

Signature of Proposer

RFP-00
NO PROPOSAL FORM

TO ALL PROPOSERS:

IF YOU **DO NOT** INTEND TO SUBMIT A RFP/PROPOSAL FOR THIS PROJECT, PLEASE INDICATE BELOW AND RETURN **IMMEDIATELY** TO THE PURCHASING DIVISION OF THE CITY OF INGLEWOOD.

_____THE FIRM CANNOT SUPPLY THE ITEM(S)/COMMODITIES SPECIFIED, PLEASE CHANGE THE CLASSIFICATION OF OUR FIRM TO THE FOLLOWING:

_____THE FIRM BELOW CANNOT PROPOSAL AT THIS TIME BECAUSE OF THE FOLLOWING: _____

_____THE FIRM BELOW IS NOT INTERESTED IN BEING ON THE CITY OF INGLEWOOD PROPOSAL LIST, PLEASE REMOVE OUR NAME.

RFP/Proposal Number: _____

Name of Firm: _____

Address: _____

Phone: _____

Name of Individual: _____

Signature: _____

Date: _____

COMPANY INFORMATION SHEET

LEGAL NAME OF COMPANY:

TYPE OF BUSINESS (Check One):

- | | |
|--|--|
| ☐ CORPORATION | ☐ LIMITED LIABILITY COMPANY |
| ☐ PARTNERSHIP | ☐ JOINT VENTURE |
| ☐ INDIVIDUAL | |
| ☐ INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME | |
| ☐ OTHER _____ | |

STATE OF INCORPORATION OR FORMATION:

PRINCIPALS/OFFICERS OF COMPANY (List All Principals and Officers, Including Joint Venture Partner, as well as investors/investment companies):

Name/Title

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY AUTHORIZED TO SIGN PROPOSALS AND RELATED DOCUMENTS:

The Company has authorized and hereby designates the following individual(s) to execute proposals and related documents:

Type or Print Name Title

Type or Print Name Title

SUBCONTRACTOR INFORMATION SHEET

LEGAL NAME
OF SUBCONTRACTOR: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

TYPE OF WORK TO BE PERFORMED BY SUBCONTRACTOR:

TYPE OF BUSINESS (Check One):

☐ CORPORATION

☐ LIMITED LIABILITY COMPANY

☐ PARTNERSHIP

☐ JOINT VENTURE

☐ INDIVIDUAL

☐ INDIVIDUAL DOING BUSINESS UNDER A
FIRM NAME

☐ OTHER _____

STATE OF INCORPORATION OR FORMATION:

**PRINCIPALS/OFFICERS/REPRESENTATIVE(S) OF SUBCONTRACTOR (List All
Principals and Officers, Including Joint Venture Partner):**

Name/Title _____

CITY OF INGLEWOOD

BUSINESS PROFILE

Business Name		
Address		
City	State	Zip
Phone		E-Mail
Contact Person		

Ownership of Business			Percentage of Ownership/Owner Ethnicity							
☐ PARTNERSHIP ☐ NON-PROFIT ☐ CORPORATION ☐ JOINT VENTURE ☐ SOLE PROPRIETORSHIP ☐ OTHER										
	Male	Female	Ownership %	Non Minority	Black	Hispanic	Asian	American Indian		
Names of Owners	☐	☐	%	☐	☐	☐	☐	☐		
	☐	☐	%	☐	☐	☐	☐	☐		
	☐	☐	%	☐	☐	☐	☐	☐		

Business Workforce Utilization Analysis (Local Office)													
	Men						Women						Total Number of Persons
	Non Minority	Black	Hispanic	Asian	American Indian	Total Men	Non Minority	Black	Hispanic	Asian	American Indian	Total Women	
Official/Managers													
Professional													
Technician													
Para-Professional													
Subtotal													
Office/Clerical													
Skilled Crafts													
Service/Maintenance													
Total													

Declaration: I certify that the foregoing information is accurate and true and will notify the City of Inglewood of any changes.		
Signature of Owner or Principal	Title	Date Signed

- 1 5. Consultant shall make payments to each of its subcontractors for work that
2 is satisfactorily performed no later than thirty (30) calendar days after
3 Consultant receives payment from the City for the work of Consultant's
4 subcontractors;
- 5 6. Consultant represents and warrants that it has the qualifications, experience
6 and facilities necessary to properly perform the services required under this
7 Agreement;
- 8 7. Consultant shall keep itself informed of and comply with all applicable federal,
9 state and local laws, statutes, codes, ordinances, regulations and rules in
10 effect during the term of this Agreement.

11 **ARTICLE 2 - DUTIES OF CITY**

12 The City hereby promises to provide all data, records and documents reasonably
13 within its possession or control as are necessary for the Contractor to perform the services
14 contemplated by this Agreement.

15 **ARTICLE 3 - COMPENSATION**

- 16 1. COMPENSATION HERE **5.09**
- 17 2. Consultant shall, from the date of Notice to Proceed, invoice the City every thirty
18 (30) days for services contemplated hereunder and which have been completed
19 within that thirty (30) day period.
- 20 3. Consultant shall invoice City within ten (10) working days after the completion of he
21 project. City shall pay Consultant in the ordinary course of City business, and
22 agrees that it will use its best efforts to avoid all unnecessary delays in processing
23 Consultant's invoices.
- 24 4. Consultant shall not be compensated for any services rendered in connection with
25 its performance of this Agreement which are in addition to or outside of those
26 described in Article 1, Scope of Services, unless such additional services are
27 authorized in advance and in writing by City.

28 ///

1 **ARTICLE 4 - TERM**

2 The terms of this Agreement shall be for a period of ??????? days (???) from the
3 City's Notice to Proceed.

4 **ARTICLE 5 - TERMINATION**

5 This Agreement shall be subject to termination by the City, with or without cause,
6 or if the City is prevented from proceeding with the Agreement by law or official action of
7 a public authority, by the unavailability of City Funds, if the Contractor violates any material
8 provisions of this agreement, or if the Contractor fails to provide the services required of
9 this Agreement in a satisfactory manner as determined by the City Administrative Officer
10 or designee. The City shall advise the Contractor of any deficiencies and shall allow the
11 Contractor a ten (10) day period to correct any deficiencies at Contractor's expense prior
12 to cancellation of this agreement and shall advise Contractor of notice of termination by a
13 method of notification specified in Article 6 of this Agreement.

14 In the event of such termination, the City shall pay the Contractor an amount which
15 equitably reflects the proportion of work completed by the Contractor, provided that in no
16 event shall the compensation paid pursuant to this paragraph exceed the amount which
17 would have been payable pursuant to Article 3 of this Agreement.

18 **ARTICLE 6 - NOTICES**

19 Any notice given pursuant to this Agreement shall be deemed received and effective
20 when properly addressed, posted and deposited in the United States mail addressed to the
21 respected parties as follows:

22 CITY
23 Yvonne Horton
24 City Clerk
25 City of Inglewood
26 One Manchester Boulevard
27 Inglewood, California 90301

WITH COPY TO
Public Works Director
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301

25 CONSULTANT
26 Name of Consultant
27 Title
28 Address
Suite No.
City, State, Zip

AGENT FOR SERVICE OF PROCESS
Name
Address
City, State, Zip

1 Contractor/Consultant further agrees to notify City within ten (10) days of changing
2 any address listed in this Article.

3 ARTICLE 7 - INSURANCE

4 Consultant shall procure and maintain for the duration of the contract insurance
5 against claims for injuries to persons or damages to property which may arise from or in
6 connection with the performance of the work hereunder by the Consultant, his agents,
7 representatives, employees or subcontractors. The cost of such insurance shall be borne
8 by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal
9 may be treated by City as a material breach of contract.

10 Minimum Scope of Coverage

11 Coverage shall be at least as broad as indicated below:

- 12 1. Insurance Service Office Commercial General Liability coverage (occurrence
13 form CG 00 01 11 85 or 11 88).
- 14 2. Insurance Services Office Form Number CA 00 01 06 92 covering
15 Automobile Liability, code 1 (any auto).
- 16 3. Workers' Compensation insurance as required by the State of California and
17 Employer's Liability insurance.
- 18 4. Errors and Omissions Liability Insurance appropriate to the Consultant's
19 profession.

20 Minimum Limits of Insurance

21 Consultant shall maintain these policies during the course of this Agreement and
22 shall cause all parties supplying services, labor, or materials to maintain the following
23 insurance in amounts not less than those specified below:

- 24 1. General Liability (Including operations, products and completed operations):
25 **\$1,000,000** per occurrence for bodily injury, personal injury and property
26 damage. If Commercial General Liability Insurance or other form with a
27 general aggregate limit is used, either the general aggregate limit shall apply
28 separately to this project/location or the general aggregate limit shall be twice

1 the required occurrence limit.

2 2. Automobile Liability: \$1,000,000 per accident for bodily injury or property
3 damage.

4 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

5 4. Errors and Omissions Liability: ~~\$2,000,000~~ per claim and ~~\$4,000,000~~
6 aggregate. ~~\$1,000,000~~ ~~\$1,000,000~~

7 A. The "Retro Date" must be shown, and must be before the date of the
8 contract or beginning of contract work.

9 B. Insurance must be maintained and evidence of insurance must be
10 provided for at least five (5) years after completion of the contract
11 work.

12 C. If coverage is canceled or non-renewed and not replaced with another
13 claims-made policy form with a "Retro Date" prior to the contract
14 effective date, the Consultant must purchase "extended reporting"
15 coverage for a minimum of five (5) years after completion of
16 Consultant work.

17 D. A copy of the claims reporting requirements must be submitted to the
18 City for review.

19 **Deductibles and Self-Insured Retentions**

20 Any deductibles or self-insured retentions must be declared to and approved by the
21 Inglewood City Attorney's office. At the option of the City, either the insurer shall reduce
22 or eliminate such deductibles or self-insured retentions with respects to the City, its officers,
23 officials, employees and volunteers; or the Consultant shall provide a financial guarantee
24 satisfactory to the Inglewood City Attorney's Office guaranteeing payment of losses and
25 related investigations, claims administration and defense expenses.

26 **Other Insurance Provisions**

27 The general liability policy and automobile liability policy are to contain, or be
28 endorsed to contain, the following provisions:

- 1 1. The City of Inglewood, its officers, officials, employees and volunteers are to
2 be covered as insureds with respect to liability arising out of automobiles
3 owned, leased, hired or borrowed by or on behalf of the Consultant; and with
4 respect to liability arising out of work or operations performed by or on behalf
5 of the Consultant including materials, parts or equipment furnished in
6 connection with such work or operations. General insurance, liability
7 coverage can be provided in the form of an endorsement to the Consultant's
8 insurance, or as a separate owner's policy (CG 20 10 11 85).
- 9 2. For any claims related to this project, the Consultant's insurance coverage
10 shall be primary insurance with respect to the City, its officers, officials,
11 employees and volunteers. Any insurance or self-insurance maintained by
12 the City, its officers, officials, employees or volunteers shall be in excess of
13 the Consultant's insurance and shall not contribute to it.
- 14 3. Each insurance policy required by this clause shall be endorsed to state that
15 coverage shall not be canceled by either party, except after thirty (30) days
16 prior written notice has been given to the City by certified mail, return receipt
17 requested.
- 18 4. Coverage shall not extend to any indemnity coverage for the active
19 negligence of the additional insured in any case where an agreement to
20 indemnify the additional insured would be invalid under Subdivision (b) of
21 Section 2782 of the Civil Code.

22 **Acceptability of Insurers**

23 Insurance is to be placed with insurers with a current A.M. Best's rating of no less
24 than A:VII if admitted. If pollution and/or Asbestos Pollution and/or errors and omissions
25 coverages are not available from an "Admitted" insurer, the coverage may be written by a
26 non-admitted insurance company. A non-admitted company should have an A.M. Best's
27 rating of A:X or higher.

28 ///

1 **Verification of Coverage**

2 Consultant shall furnish the City with original certificates and amendatory
3 endorsements affecting coverage required by this clause. All certificates and
4 endorsements are to be received and approved by the Inglewood City Attorney's Office
5 before work commences. The City reserves the right to require complete, certified copies
6 of all required insurance policies, including endorsements effecting the coverage required
7 by these specifications at any time.

8 **Subcontractors**

9 Consultant shall include all subcontractors as insured under its policies or shall
10 furnish separate certificates and endorsements for each subcontractor. All coverages for
11 subcontractors shall be subject to all of the requirements stated herein.

12 **ARTICLE 8 - INDEMNIFICATION**

13 Consultant shall indemnify and hold harmless the City and its officers, employees
14 and volunteers from and against all claims, damages, losses and expenses including
15 attorney fees arising out of the performance of the work described herein, to the extent
16 caused in whole or in part by any negligent act or omission, recklessness or willful
17 misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by
18 any of them or anyone for whose acts any of them may be liable, except where caused by
19 the active negligence, sole negligence, or willful misconduct of the City.

20 If any action or proceeding is brought against Indemnitees by reason of any of the
21 matters against which Consultant has agreed to indemnify Indemnitees as provided above,
22 Consultant, upon notice from the City, shall defend Indemnitees at Consultant's expense
23 by counsel acceptable to the City, such acceptance not to be unreasonably withheld.
24 Indemnitees need not have first paid for any of the matters to which Indemnitees are
25 entitled to indemnification in order to be so indemnified. The insurance required to be
26 maintained by the Consultant under this Article shall ensure Consultant's obligations under
27 this section, but the limits of such insurance shall not limit the liability of the Consultant
28 hereunder. The provisions of this Article shall survive the expiration or earlier termination

1 of this Agreement.

2 **ARTICLE 9 - RELATIONSHIP OF PARTIES**

3 No Agency relationship between the City and the Consultant is intended or created
4 by this Agreement. The Consultant is not authorized and shall not at any time or in any
5 manner represent that it is an agent, servant or employee of the City, it being expressly
6 understood that the Consultant is and at all times shall remain a wholly independent
7 Consultant.

8 **ARTICLE 10 - NON-ASSIGNABILITY**

9 The expertise and experience of the Consultant are material considerations for this
10 Agreement. The City has an interest in the qualifications and capability of the Consultant
11 which will fulfill the duties and obligations imposed under this Agreement. In recognition
12 of that interest, the Consultant shall not assign or transfer this Agreement or any portion
13 of this Agreement or the performance of any of the Consultant's duties or obligations under
14 this Agreement without the prior written consent of the City. Any attempted unauthorized
15 assignment shall be ineffective, null and void, and shall constitute a material breach of this
16 Agreement entitling the City to any and all remedies at law or in equity, including summary
17 termination of this Agreement. The Consultant shall not assign any interest in this
18 Agreement and shall not transfer any interest in the same whether by assignment or
19 novation, without prior written approval of the City.

20 **ARTICLE 11 - BOOKS AND RECORDS**

21 Consultant shall maintain any and all documents and records demonstrating or
22 relating to Consultant's performance of services pursuant to this Agreement. Consultant
23 shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks
24 or other documents or records evidencing or relating to work, services, expenditures and
25 disbursements charged to City pursuant to this Agreement. Any and all such documents
26 or records shall be maintained in accordance with generally accepted accounting principles
27 and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the
28 services provided by Consultant pursuant to this Agreement. Any and all such documents

1 or records shall be maintained to the extent required by laws relating to audits of public
2 agencies and their expenditures.

3 **ARTICLE 12 - AUDIT**

4 Consultant shall maintain any and all records or documents pursuant to this
5 Agreement, and the same shall be made available for inspection, audit and copying, at any
6 time during regular business hours, upon written request by City or its designated
7 representatives. Copies of such documents or records shall be provided directly to the City
8 for inspection, audit and copying when it is practical to do so; otherwise, unless an
9 alternative is mutually agreed upon, such documents and records shall be made available
10 at City's address indicate on receipt of notices in this Agreement.

11 **ARTICLE 13 - OWNERSHIP OF DOCUMENTS**

12 All documents provided by the City to the Consultant to assist in the provision of the
13 services contemplated by this Agreement, as well as all documents prepared, developed
14 or discovered by the Consultant in the course of providing any services pursuant to this
15 Agreement including but not limited to plans, drawings, sketches, original studies, surveys,
16 reports, data, notes, computer files, files and all other documents are and shall remain the
17 sole property of the City and may be used, reused or otherwise disposed of by the City
18 without the permission of the Consultant. Upon completion, expiration or termination of this
19 Agreement, the Consultant shall give the City all such documents, including but not limited
20 to plans, drawings, sketches, original studies, surveys, reports, data, notes, computer files,
21 files and all other such documents. All plans and specifications prepared under this
22 Agreement shall become the property of the City upon completion of the work or
23 termination of the Agreement.

24 **ARTICLE 14 - EQUAL EMPLOYMENT**

25 Consultant agrees that during the performance of this Agreement, it will not
26 discriminate against any employee or applicant for employment because of race, color,
27 religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap,
28 medical condition or marital status.

1 **ARTICLE 15 - KEY PERSONNEL**

2 Consultant may not replace key staff, set forth in Consultant's proposal, unless their
3 employment is terminated or their replacement is agreed upon by the City. The City must
4 approve replacement staff before the replacement staff is assigned to perform services
5 under this Agreement. City reserves the right to request that Consultant replace a staff
6 person assigned to perform services under this Agreement in the even the Agency, in its
7 sole discretion, determines such a replacement is necessary. Replacement staff in every
8 case is subject to City approval prior to assignment to perform services under this
9 Agreement.

10 **SAMPLE**
11 **ARTICLE 16 - CONFLICTS OF INTEREST**

12 Consultant covenants that it presently has no interest and shall not acquire any
13 interest, direct or indirect, which may be affected by the services to be performed by
14 Consultant under this Agreement, or which would conflict in any manner with the
15 performance of its services hereunder. Consultant further covenants that, in performance
16 of this Agreement, no person having any such interest shall be employed by it.
17 Furthermore, Consultant shall avoid representation of any matter for another person or
18 entity which would come before the City during such time as it engaged by the City
19 pursuant to this Agreement. Consultant agrees not to accept any employment or
20 representation during the term of this Agreement which is likely to make Consultant
21 financially interested, as provided by California Government Code Section 1090 in any
22 decision made by City on any matter in connection on which Consultant has been retained
23 pursuant to this Agreement. Nothing in this Article shall preclude Consultant from
24 accepting other engagements with the City.

25 **ARTICLE 17 - RESTRICTIONS ON LOBBYING**

- 26 1. By signing this Agreement, Consultant certifies, to the best of its knowledge
27 and belief, that no federal appropriated funds have been paid or will be paid,
28 by or on behalf of Consultant, to any person for influencing or attempting to
influence an officer or employee of any federal agency, a Member of

1 Congress, an officer or an employee of the Congress, or an employee of a
2 Member of Congress in connection with this Agreement;

- 3 2. If any funds, other than federal appropriated funds, have been paid or will be
4 paid to any person for influencing or attempting to influence an officer or an
5 employee of any federal agency, a Member of Congress, an officer or an
6 employee of Congress or an employee of a Member of Congress in
7 connection with this Agreement, Consultant shall complete and submit all
8 required lobbying disclosure forms and reports;

- 9 3. This certification is a material representation of fact upon which reliance was
10 placed when this Agreement was executed.

11 **ARTICLE 18 - CHANGES, AMENDMENTS AND MODIFICATIONS**

12 No change, amendment or modification to this Agreement shall be effective unless
13 in writing and signed by the parties hereto.

14 **ARTICLE 19 - SEVERABILITY**

15 In the event that any condition or covenant herein is held to be invalid or void by any
16 court of competent jurisdiction, the same shall be deemed severable from the remainder
17 of the Agreement and shall in no way affect any other covenant or condition herein
18 contained as long as the invalid provision does not render the Agreement meaningless with
19 regard to a material term in which event the entire Agreement shall be void. If such
20 condition, covenant, or other provision shall be deemed invalid due to its scope or breadth,
21 such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

22 **ARTICLE 20 - WAIVER**

23 Waiver by any party to this Agreement of any term, condition, or covenant of this
24 Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver
25 by any party of any breach of the provisions of this Agreement shall not constitute a waiver
26 of any other provision, nor a waiver of any subsequent breach or violation of any provision
27 of this Agreement. Acceptance by the City of any work or services by Consultant shall not
28 constitute a waiver of any of the provisions of this Agreement.

1 **ARTICLE 21 - ENTIRE AGREEMENT**

2 This Agreement is the entire, (including all Exhibits) is the complete, final and
3 exclusive expression of the parties with respect to the matters addressed therein and
4 supersedes all other Agreements or understandings, whether oral or written, entered into
5 between the Consultant and the City prior to the execution of this Agreement. No
6 statements, representations or other Agreements, whether oral or written, made by any
7 party which are not embodied herein shall be valid and binding unless in writing and duly
8 executed by the parties or their authorized representatives.

9 **ARTICLE 22 - GOVERNING LAW, VENUE**

10 This Agreement shall be interpreted, construed and governed according to the laws
11 of the State of California. In the event of litigation between the parties, venue in state trial
12 courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District,
13 located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation
14 in the United States District Court, venue shall lie exclusively in the Central District of
15 California, in Los Angeles.

16 **ARTICLE 23 - MISCELLANEOUS**

17 The parties waive any benefits from the principles of *contra proferentum* and
18 interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this
19 Agreement, or of any particular provision or provisions, and no part of this Agreement shall
20 be construed against any party on the basis that the particular party is the drafter of any
21 part of this Agreement.

22 This Agreement may be executed in counterparts, and when each party hereto has
23 signed and delivered at least one such counterpart, each counterpart shall be deemed an
24 original and, when taken together with the other signed counterparts, shall constitute one
25 Agreement, which shall be binding upon and effective as to all parties hereto.

26 Article titles, paragraph titles or captions contained herein are inserted as a matter
27 of convenience and for reference, and in no way define, limit, extend,
28 or describe the scope of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

CONSULTANT'S COMPANY NAME

ROOSEVELT F. DORN
MAYOR

NAME AND TITLE
PRINCIPAL

ATTEST:

YVONNE HORTON
CITY CLERK

APPROVED AS TO FORM:

CAL P. SAUNDERS
CITY ATTORNEY

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